

ELEVENTH DIVISION

[CA-G.R. SP No. 131964, May 30, 2014]

CLERESSA B. ABELLA, PETITIONER, V. MALINTA WET AND DRY MARKET, RESPONDENT.

DECISION

LANTION, J.A.C., J.:

Before Us is a *Petition for Review*^[1] under Rule 42 of the Rules of Court seeking to set aside the Decision^[2] dated 11 December 2008 of the Regional Trial Court (**RTC**) of Valenzuela City, Branch 75 and Joint Order^[3] dated 30 July 2013 of the Regional Trial Court of Valenzuela City, Branch 270 in Civil Case No. 201-V-04 (Ejectment).

FACTUAL ANTECEDENTS

Respondent Malinta Wet and Dry Market ("**Malinta Market**") is a privately owned and operated wet and dry market, which business includes, among others, leasing market stalls within its premises. It was established by its owner, Fernando A. Razon, by virtue of a franchise, *Kautusan Blg.* 94-114 Year 1994, issued by the local government of Valenzuela City under the business name and style Family Market and Shopping Center. Its franchise was thereafter amended by *Kautusan Blg.* 19 Year 2002 adopting the name Malinta Wet and Dry Market.^[4]

On the other hand, petitioner Abella is the lessor of several stalls of Malinta Market.^[5]

In October 2012, Malinta Market filed a *Complaint*^[6] for Ejectment against Abella before the Metropolitan Trial Court of Valenzuela City, Branch 81 ("**MeTC of Valenzuela City**") alleging as follows:

"8. That the defendant [Abella] leases and occupies the said stalls under the express obligation of paying a daily rent of PHP315.00 plus expenses likewise payable on a daily basis based on the Contract of Lease she signed with herein plaintiff.

9. That under the said Contract of Lease particularly Paragraph 20 (a) thereof, it is stated among others that the lessor shall have the right to rescind and terminate the contract in the event of failure on the part of the lessee to pay the rental for a period of three (3) days.

10. That the defendant had continuously failed to pay her daily rental for a period of more than three (3) days. In fact starting from the the time that defendant had executed the latest contract of lease with herein plaintiff the former had continuously failed to pay her rental and expenses up to the present.

11. On various dates, herein plaintiff reminded defendant of her obligation to pay her rentals.

12. On 13 January 2003, herein plaintiff sent a demand letter to the plaintiff to pay her rental arrears. Copy of the demand letter is attached herewith as Annex "E" to form as an integral part hereof. Although the demand letter was shown to plaintiff she refused to sign to acknowledge receipt thereof.

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14. Despite said demands, defendant still failed to make payments of her rental arrears.

15. On 1 February 2003, herein plaintiff sent a Notice of Eviction to defendant demanding that she vacates (*sic*) the plaintiff's market stalls that she is currently occupying. xxx

16. That despite said notice to vacate, defendant continuously fails to vacate said stalls without legal basis. Moreover, defendant continuously fails to pay any rentals and expenses to herein plaintiff.

17. That defendant's arrears in rent as of 18 March 2003 is PHP37,640.00. The same, to date, has not yet been paid together with the rent for the period of 18 March 2003 up to the present. xxx"

Ultimately, Malinta Market prayed that a judgment be rendered ordering Abella to vacate and surrender the leased stalls and pay the arrears of overdue rent.^[7]

For her part, Abella filed her *Answer*^[8] alleging that she had been religiously paying her daily rentals to Malinta Market and arguing that the latter failed to exhaust the available administrative remedy, *viz*:

"9. Under the 1993 Market Code of Valenzuela, the awarding of stall and cancellation thereof shall be conducted by the Market Committee. Any action to cancel the award of the stall to any stallholder from its stall, should first be filed with the Market Committee for adjudication. This is an administrative remedy which plaintiff failed to exhaust."

After a further exchange of pleadings between the parties, the MeTC of Valenzuela City rendered its Decision^[9] dated 01 July 2004 in favor of Malinta Market, ruling as follows:

"**WHEREFORE**, in view of the foregoing, judgment is rendered as follows:

1. Ordering defendant Cleressa Abella and all persons claiming rights under her to vacate the subject premises located at Fish Section Stall Nos. 135, 136, 163 and 164 of Malinta Wet and Dry Market located along Malinta Interchange, Paso de Blas, Valenzuela City and restore possession thereof to the plaintiff.

2. Ordering the defendant to pay the amount of P105.00 each stall per day as reasonable rental for the use and occupation of the property from

December 4, 2002 until the subject premises is vacated and surrendered to the plaintiff.

3. Ordering the defendant to pay P10,000.00 as reasonable attorney's fees plus costs of suit.

SO ORDERED."

Dissatisfied, Abella interposed an appeal before the RTC of Valenzuela City, Branch 75. However, the assailed Decision^[10] dated 11 December 2008 affirmed the Decision dated July 1, 2004 of the MeTC of Valenzuela City, the dispositive portion of which provides:

"WHEREFORE, finding no reversible error in the decision of the Metropolitan Trial Court of Valenzuela City, Branch 81, the same is hereby *AFFIRMED in toto* with costs against the defendant-appellant.

SO ORDERED."

On 16 February 2009, Abella moved for the reconsideration of the Decision dated 11 December 2008.^[11] Thereafter, the instant case was re-raffled to the Branch 270 of RTC of Valenzuela City which rendered the assailed Joint Order^[12] dated 30 July 2013 dismissing Abella's motion for reconsideration for lack of merit.

Hence, this petition.

ISSUE

Petitioner raises this lone issue:

WHETHER THE REGIONAL TRIAL COURT OF VALENZUELA CITY, BRANCH 75, GRAVELY ERRED IN AFFIRMING THE DECISION OF THE METROPOLITAN TRIAL COURT IN VALENZUELA CITY, BRANCH 81.^[13]

THIS COURT'S RULING

Petitioner Cleressa Abella contends that the RTC of Valenzuela City, Branches 75 and 270 gravely erred in affirming the ruling of the MeTC of Valenzuela City and denying her motion for reconsideration.

The instant petition has no merit.

Doctrine of exhaustion of administrative remedies is not applicable

Abella contends that under the 1993 Market Code of Valenzuela City, Malinta Market should have resorted first to the *market committee* of Valenzuela City before filing its *Complaint*. Thus, she posits that the *Complaint* "should have been dismissed for want of jurisdiction" and for Malinta Market's failure to exhaust an administrative remedy.^[14]

Petitioner Abella's contentions are without merit.

The doctrine of exhaustion of administrative remedies requires that before a party may be allowed to seek the intervention of the court, he or she should have availed